EXHIBIT A

MBNA CORPORATION

401(k) PLUS SAVINGS PLAN

(As Amended and Restated Effective January 1, 2000)

MBNA CORPORATION

401(k) PLUS SAVINGS PLAN

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MBNA CORPORATION

401(k) PLUS SAVINGS PLAN

(As Amended and Restated Effective January 1, 2000)

WHEREAS, prior to January 29, 1991, MBNA Corporation (the "Company") was a wholly-owned subsidiary of MNC Financial, Inc. ("MNC") and a participating employer in the MNC Financial 401(k) Plus Savings Plan (the "MNC Plan"); and

WHEREAS, effective January 29, 1991, the Company, through an initial public offering of its shares of common stock, became an independent corporation separate and distinct from MNC; and

WHEREAS, effective January 29, 1991, the Company adopted the MBNA Corporation 401(k) Plus Savings Plan (the "Plan") on behalf of its eligible employees and the eligible employees of its participating subsidiaries, in order to encourage retirement savings; and

WHEREAS, the assets and liabilities of the MNC Plan pertaining to employees of the Company and its subsidiaries were transferred to the Plan; and

WHEREAS, the Plan was subsequently amended a number of times in order to effectuate a merger of the Southwestern States Bankcard Association Thrift Incentive Plan into the Plan, to comply with legislative and regulatory requirements and for various other purposes; and

WHEREAS, the Company desires to again amend the Plan to comply with legislative and regulatory requirements and to make certain changes to the Plan.

NOW, THEREFORE, effective January 1, 2000, except where other effective dates are specifically provided herein or are otherwise required by applicable law in order to maintain the qualified status of the Plan under Code §401(a), and subject to the approval of the Internal Revenue Service, the Company hereby amends and restates the Plan as follows:

ARTICLE I

DEFINITIONS

The following words and phrases, as used herein, shall have the following meanings unless the context clearly indicates otherwise:

§1.1 "Account" or "Accounts" shall mean the various record accounts maintained for each Participant as described in §8.1.

§1.2 "Accrued Benefit" shall mean the balance credited to a Participant's Accounts.

§1.3 "Adjustment Factor" shall mean the cost of living adjustment factor prescribed by the Secretary of the Treasury under Code §415(d) for years beginning after December 31, 1987, as applied to such items and in such manner as the Secretary shall provide.

§1.4 "Affiliate" shall mean any corporation which is a member of a controlled group of corporations, as defined in Code §414(b), of which the Company is a member; any other trade or business which is under common control, as defined in Code §4l4(c), with the Company; any trade or business which is a member of an affiliated service group, as defined in Code §414(m), of which the Company is a member; and any other entity required to be aggregated with the Company pursuant to regulations under Code §414(o). For purposes of applying Code §414(b) and §414(c) to the limitations on contributions set forth in Article VI, the phrase "more than 50 percent" shall be substituted for the phrase "at least 80 percent" each place it appears in Code §1563(a)(1).

§1.5 "After-Tax Contributions" shall mean any amounts which a Participant contributes to the Plan on an after-tax basis, pursuant to §4.1(b).

§1.6 "Basic Contributions" shall mean the aggregate of a Participant's Before-Tax and After-Tax Contributions to the Plan for any Payroll Period, pursuant to §4.1, which are not in excess of 6% of his Compensation for such Payroll Period, and which

shall be used to calculate the amount of Employer Matching Contributions pursuant to §4.5.

§1.7 "Before-Tax Contributions" shall mean any amounts which an Employer contributes to the Plan on behalf of a Participant pursuant to the Participant's salary reduction election, in accordance with Article IV.

§1.8 "Board" shall mean the Board of Directors of the Company.

§1.9 "Code" shall mean the Internal Revenue Code of 1986, as amended.

§1.10 "Committee" shall mean the Pension and 401(k) Plan Committee appointed by the Board in accordance with the provisions of Article XVI.

§1.11 "Company" shall mean MBNA Corporation, a bank holding company incorporated under the laws of the State of Maryland.

§1.12 Compensation" shall mean the basic cash compensation paid by the Employers to an Employee during the Plan Year while he is a Participant, excluding any shift differential, overtime, bonuses, commissions, deferred compensation, severance pay, or other special compensation. In the case of a Participant who has elected to have amounts contributed on his behalf under the Plan or any other plan described in Code §125, §132(f), §401(k) and §402(h) pursuant to a salary reduction agreement, Compensation shall be determined before giving effect to such salary reduction agreement. The "Compensation" of any Participant for any Plan Year shall not exceed $150,000 multiplied by the Adjustment Factor as provided by the Secretary of the Treasury. For Plan Years commencing on or after January 1, 1997, family aggregation rules, as described in former Code §414(q)(6), shall not be applicable.

§1.13 "Covered Employee" shall mean any Employee who is employed by an Employer on a "full-time," "prime-time" or "regular part-time" basis (as determined in accordance with established personnel policies of the Employer as in effect from time to time), but excluding any Employee who is:

(a) Classified as "temporary" (such as, but not limited to, "on-call" workers, "tri-seasonal" workers, "summer help" or a "work-study" participant);

(b) A non-resident alien who receives no earned income from an Employer which constitutes income from sources within the United States;

(c) In a unit of Employees covered by a collective bargaining agreement, except as otherwise provided in §3.5;

(d) A leased employee, as long as the Plan continues to meet the coverage requirements of Code §410(b) without the inclusion of leased employees; or

(e) Classified as providing services in a non-employee capacity (including, but not limited to, an individual classified as an independent contractor), regardless of whether such individual is a common law employee for income tax withholding, employment tax or other purposes.

§1.14 "Disability" shall mean a mental or physical disability (i) which renders the Participant unable to engage in any substantial gainful employment and which is likely to be of long duration as certified by the Social Security Administration, or (ii) which meets the definition of total disability in the long-term disability plan maintained by his Employer and the Participant is receiving benefits under that plan.

§1.15 "Employee" shall mean any person who is in the employ of an Employer or an Affiliate, and shall include any leased employee within the meaning of Code §414(n)(2). Notwithstanding the foregoing, if such leased employees constitute less than 20% of the non-highly compensated work force of the Employers and the Affiliates within the meaning of Code §414(n)(5)(C)(ii), the term "Employee" shall not include those leased employees covered by a plan described in Code §414(n)(5). To the extent permitted under Code §414(r) and elected by the Company, "Employee" shall not include any employees of an Affiliate which operates one or more separate lines of business from the Employers.

§1.16 "Employer" shall mean the Company and any Affiliate which is authorized by the Board to participate in the Plan and which has so elected to participate by adopting the Plan pursuant to the provisions of Article XXI.

§1.17 "Employer Matching Contributions" shall mean the amounts contributed by the Employers pursuant to §4.5.

§1.18 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

§1.19 "Highly Compensated Employee" shall mean, effective for all Plan Years commencing on or after January 1, 1997, a highly compensated active Employee or a highly compensated former Employee. Notwithstanding anything contained herein to the contrary, all determinations as to who is a Highly Compensated Employee shall be made in accordance with Code §414(q) and Treasury regulations thereunder.

(a) **Active Employees.** A highly compensated active Employee is any Employee who performs services for the Employers and Affiliates during the Plan Year for which the determination of who is highly compensated is being made and who:

(i) Was a five-percent owner (within the meaning of Code §416(i)) of an Employer or an Affiliate at any time during the Plan Year or the immediately preceding Plan Year; or

(ii) An Employee, for the immediately preceding Plan Year, who had Limitation Compensation from the Employer in excess of $80,000 (adjusted from time to time by the Secretary of the Treasury pursuant to Code §414(q)) and who was a member of the top-paid group for such Plan Year.

(b) **Former Employees.** A highly compensated former Employee with respect to any Plan Year is any Employee who separated from service (or was deemed to have separated from service) prior to such Plan Year, performs no services for the Employers and Affiliates during such Plan Year, and was, according to the rules in effect at the time, a highly compensated active Employee for either the year in which the

separation from service occurred (the "separation year") or any Plan Year ending on or after the Employee's 55th birthday.

(c) **Top-Paid Group.** An Employee is in the "top-paid group" of Employees for any Plan Year if such Employee is in the group consisting of the top 20% of the Employees when ranked on the basis of Limitation Compensation paid during such Plan Year. For purposes of determining the number of Employees in the "top-paid group," Employees described in Code §414(q)(8) and Q&A-9(b) of Treas. Reg. §1.414(q)-1T shall be excluded.

§1.20 "Investment Fund" shall mean any of the Investment Funds designated for the investment of Plan assets pursuant to §9.1.

§1.21 "Limitation Compensation" shall mean an Employee's wages within the meaning of Code §3401(a) and all other payments of compensation to the Employee by his Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code §6041(d), §6051(a)(3), or §6052, but determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based upon the nature or location of the employment or the services performed. Effective for Plan Years commencing on and after January 1, 1998, Limitation Compensation shall also include any elective contributions made by an Employer on behalf of the Participant that are not includible in the gross income of such Participant under Code §125, §132(f), §402(e)(3) or §402(h). In the case of an Employee employed by two or more corporations which are Employers or Affiliates, the "Limitation Compensation" for such Employee includes such wages and other compensation from all such Employers and Affiliates.

§1.22 "Limitation Year" shall mean the calendar year.

§1.23 "MBNA Stock" shall mean the common stock of the Company.

§1.24 "Monthly Valuation Date" shall mean the last business day of each calendar month.

§1.25 "Non-Highly Compensated Employee" shall mean an Employee of an Employer who is not a Highly Compensated Employee.

§1.26 "Normal Retirement Age" shall mean age 65.

§1.27 "Optional Contributions" shall mean a Participant's Before-Tax and After-Tax Contributions for any Payroll Period, pursuant to §4.1, which exceed his Basic Contributions of 6% of Compensation for such Payroll Period.

§1.28 "Participant" shall mean any Covered Employee who participates in the Plan pursuant to Article III.

§1.29 "Payroll Period" shall mean such regular two-week (or other specified length) payroll period as an Employer may adopt from time to time for all or a class of its Employees.

§1.30 "Pension Plan" shall mean the MBNA Corporation Pension Plan as in effect from time to time.

§1.31 "Plan" shall mean the MBNA Corporation 401(k) Plus Savings Plan as set forth herein and as amended from time to time.

§1.32 "Plan Entry Date" shall mean the first day of each Payroll Period.

§1.33 "Plan Year" shall mean a period of twelve consecutive calendar months beginning on each January 1 and ending on the following December 31.

§1.34 "Prior Plan" shall mean the MNC Financial 401(k) Plus Savings Plan and any plan that is a "Prior Plan" under the MNC Financial 401(k) Plus Savings Plan.

§1.35 "Qualified Domestic Relations Order" shall mean a qualified domestic relations order as defined in Code §414(p).

§1.36 "Qualified Nonelective Contributions" shall mean Employer contributions which meet the requirements of Code §401(m)(4)(C) and which are made in accordance with §4.4.

§1.37 "Statutory Compensation" shall mean a Participant's Limitation Compensation during the applicable period, determined either with or without the elective

contributions (if any) made by an Employer on behalf of the Participant during the applicable period that are not includible in the gross income of such Participant under Code §125, §132(f), §402(e)(3) or §402(h), at the election of the Committee from time to time in its discretion. Alternatively, the Committee may elect to use any other definition of "Statutory Compensation," so long as such definition satisfies §414(s) of the Code. The "applicable period" shall mean the portion of the Plan Year, as determined by the Committee pursuant to §5.2(b)(i) and §5.3(b)(ii), for purposes of calculating a Participant's Actual Deferral Percentage and Contribution Percentage, respectively. "Statutory Compensation" shall not include the amount of any annual compensation received by a Participant which exceeds $150,000 multiplied by the Adjustment Factor as provided by the Secretary of the Treasury.

§1.38 "Trust" shall mean the Trust maintained pursuant to this Plan to which contributions shall be made and from which benefit payments shall be made in accordance with the terms of the Plan.

§1.39 "Trust Agreement" shall mean the MBNA Corporation 401(k) Plus Savings Plan Trust Agreement, effective January 29, 1991, and any successor Agreement as may be in effect from time to time.

§1.40 "Trustee" shall mean the trustee or trustees appointed by the Board or the Board's delegate and acting as Trustee under the Trust Agreement in accordance with Article XVII.

§1.41 "Valuation Date" shall mean each Monthly Valuation Date and any other day which shall be so designated by the Committee.

§1.42 "Valuation Period" shall mean the period commencing on the day following a Valuation Date and ending on the next succeeding Valuation Date.

§1.43 Gender and Number. The masculine pronoun wherever used shall include the feminine, and the singular may include the plural, and vice versa, as the context may require.

CANNON 0000015

ARTICLE II

SERVICE

§2.1 Hours of Service.

(a) **Basic Definition.**

(i) **Duty Hours.** An "Hour of Service" is each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer or an Affiliate.

(ii) **Non-duty Hours.** An "Hour of Service" also is each hour for which an Employee is paid, or entitled to payment, by an Employer or an Affiliate on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence, and such other periods during which an Employee is on an unpaid leave of absence for which applicable law requires service to be credited. Notwithstanding the preceding sentence:

(A) Hours of Service shall not be credited under this §2.1(a)(ii) to an Employee for payments made or due under a plan maintained solely for the purpose of complying with any applicable workers' compensation, unemployment compensation, or disability insurance laws; and

(B) Hours of Service shall not be credited under this §2.1(a)(ii) to an Employee for any payment which solely reimburses him for medical or medically related expenses he has incurred.

(iii) **Back Pay Hours.** An "Hour of Service" also is each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer or an Affiliate, provided that the same Hours of Service shall not be credited under §2.1(a)(i) or §2.1(a)(ii) and under this §2.1(a)(iii).

(b) **Number of Non-duty Hours Credited.** In the case of a payment which is made or due for a period during which an Employee performs no duties, and which results in the crediting of Hours of Service under §2.1(a)(ii), or in the case of an award or agreement for back pay, to the extent that such award or agreement is made with respect to a period described in §2.1(a)(ii), the number of Hours of Service to be credited shall be determined in accordance with the applicable regulations prescribed by the Secretary of Labor set forth in 29 CFR §2530.200b-2(b).

(c) **Crediting Hours to Service Computation Periods.** Hours of Service described in §2.1(a) shall be credited to service computation periods in accordance with the applicable regulations prescribed by the Secretary of Labor set forth in 29 CFR §2530.200b-2(c).

(d) Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits, and service credits with respect to qualified military service will be provided in accordance with Code §414(u).

§2.2 Determination of Hours of Service. The number of Hours of Service to be credited to an Employee in a service computation period shall be determined in the following manner:

(a) In the case of an Employee who is compensated on an hourly basis, such number shall be determined from the records maintained by the Employer or Affiliate of his hours worked and hours for which payment is made or due.

(b) In the case of an Employee who is compensated on a salaried basis, such number shall be determined on the basis of weeks of employment. An Employee shall be credited with 45 Hours of Service for each week in which he actually has at least one Hour of Service.

§2.3 Eligibility Computation Period. An Employee's initial "Eligibility Computation Period" shall be the 12-consecutive-month period beginning on the first day on which he is entitled to be credited with an Hour of Service described in §2.1(a)(i); his

second Eligibility Computation Period shall be the Plan Year including the first anniversary of such day; and his subsequent Eligibility Computation Periods shall be successive Plan Years.

If an Employee separates from service before completing a Year of Service, and if he returns to employment after one or more Plan Years in which he had no Hours of Service, his first Eligibility Computation Period following his return shall begin on the first day on which he is entitled to be credited with an Hour of Service described in §2.1(a)(i) upon his return; and his subsequent Eligibility Computation Periods shall be the Plan Year including the first anniversary of such day and successive Plan Years.

§2.4 Year of Service. For purposes of determining eligibility to participate under Article III, an Employee shall be considered to have completed a "Year of Service" in any Eligibility Computation Period in which he completes at least 1,000 Hours of Service, whether or not he is in the service of an Employer or an Affiliate at the end of such Period. All of an Employee's Years of Service shall be taken into account.

§2.5 Prior Service with Affiliate or Other Prior Employer. For purposes of §2.4 and §3.2, an Employee shall receive credit for all of his Years of Service with an Employer or an Affiliate, including any such Years of Service prior to the date on which such entity became an Affiliate. Notwithstanding the immediately preceding sentence, effective as of August 15, 1994, an Employee shall receive credit only for service with an Affiliate on and after the date it became an Affiliate, unless otherwise determined by the Committee as provided in Appendix I. An Employee shall receive credit for service with a prior employer in the event of a purchase of stock or assets of such prior employer by the Employer or an Affiliate, or in any similar circumstance, as determined by the Committee as provided in Appendix I.

ARTICLE III

PARTICIPATION

§3.1 Participants on December 31, 1999. Any Covered Employee who participated in the Plan on December 31, 1999, shall continue to be a Participant.

§3.2 Other Covered Employees. Effective January 1, 2000, any Covered Employee not described in §3.1 shall become a Participant in the Plan on the first Plan Entry Date following the close of the first Eligibility Computation Period in which he completes a Year of Service, provided that he is in the employ of an Employer as a Covered Employee on such Plan Entry Date. If he is not a Covered Employee on the Plan Entry Date described in the preceding sentence, he shall become a Participant on the next following Plan Entry Date on which he is in the employ of an Employer as a Covered Employee.

§3.3 Transfer of Employment. If a Participant is transferred to employment with an Employer or an Affiliate which is not covered by the Plan, his participation in the Plan shall be suspended. During such period of suspension:

(a) No Before-Tax, After-Tax, Employer Matching, or Qualified Nonelective Contributions shall be made to the Plan by or on behalf of the Participant;

(b) The Participant shall be entitled to make investment reapportionment elections in accordance with §9.4; and

(c) The Participant shall be entitled to make withdrawals in accordance with Article XI and loans in accordance with Article XII.

§3.4 Reemployment; Change in Status. If a Participant ceases to be a Covered Employee, and if thereafter he again becomes a Covered Employee, he shall resume participation in the Plan as of the Plan Entry Date coincident with or next following the date on which he again becomes a Covered Employee.

A reemployed former Employee who was not a Participant at any time prior to his reemployment shall become a Participant pursuant to the provisions of §3.2. All service

as an Employee shall be taken into account in determining whether the requirements of §3.2 have been met.

§3.5 Employees in Collective Bargaining Units. In the case of any Covered Employee who is or becomes represented by a collective bargaining agent, such Covered Employee shall remain eligible to participate in the Plan until a collective bargaining agreement is executed by his Employer and the collective bargaining agent of the Employee. Since eligibility under the Plan is a proper subject of collective bargaining, participation in the Plan after the collective bargaining agreement is executed shall be continued for represented Employees only if and to the extent the collective bargaining agreement expressly so provides. Absent such express provision, a represented Employee shall cease to be a Covered Employee, and shall cease participation in the Plan, upon the execution of said agreement and thereafter, until a subsequent collective bargaining agreement expressly provides for his participation in the Plan or the Employee is no longer represented by a collective bargaining agent.

ARTICLE IV

CONTRIBUTIONS

§4.1. Amount of Participant Contributions. Except as otherwise provided in §11.l (regarding periods of suspension), a Participant may, for any period during which he is actively employed as a Covered Employee, elect to have Before-Tax Contributions made to the Plan on his behalf, and/or to make After-Tax Contributions to the Plan, subject to the limitations of Articles V and VI, in accordance with the following:

(a) **Before-Tax Contributions.** A Participant may elect to have his salary reduced and to have his Employer make Before-Tax Contributions on his behalf in an amount equal to any whole percentage of his Compensation up to 12% for each Payroll Period.

(b) **After-Tax Contributions.** In addition to or in lieu of the Before-Tax Contributions elected in accordance with §4.1(a), a Participant may elect to make After-Tax Contributions to the Plan in an amount which:

(i) Is equal to any whole percentage of his Compensation up to 10% for each Payroll Period; and

(ii) When added to his Before-Tax Contributions, is equal to any whole percentage of his Compensation up to 17% for each Payroll Period.

(c) **Basic Contributions; Optional Contributions.** A Participant's Before-Tax Contributions up to 6% of his Compensation for each Payroll Period shall be considered Basic Contributions. If a Participant's Before-Tax Contributions are less than 6% of his Compensation for any Payroll Period, his After-Tax Contributions which, when added to his Before-Tax Contributions, do not exceed 6% of his Compensation for such Payroll Period shall also be considered Basic Contributions. A Participant's Before-Tax and After-Tax Contributions which exceed 6% of his Compensation for each Payroll Period shall be considered Optional Contributions.

§4.2 Participant Elections Regarding Contributions, Changes in Amount. A Participant's Before-Tax Contributions shall be made by salary reduction in accordance with §4.3. A Participant's After-Tax Contributions shall be made by payroll deductions. A Participant may make an election regarding Before-Tax Contributions and After-Tax Contributions as of the Plan Entry Date on which he commences or resumes participation in accordance with Article III, or thereafter as of the first day of any Payroll Period, by providing appropriate notice of such election in accordance with such procedures and within such time periods as may be prescribed by the Committee from time to time. A Participant may, as of the first day of any Payroll Period, discontinue, recommence or change the amount of his Before-Tax and/or After-Tax Contributions by providing appropriate notice of such election in accordance with such procedures and within such time periods as may be prescribed by the Committee from time to time. The Committee may adopt such other procedures from time to time with respect to Participant contributions pursuant to this Article IV as it deems necessary or desirable for the convenience of administration of the Plan.

§4.3 Agreement to Make Before-Tax Contributions. A Participant's Before-Tax Contributions shall be made pursuant to a salary reduction agreement, which shall be a legally binding agreement, in a form prescribed by the Committee, whereby the Participant agrees to reduce the compensation otherwise payable to him thereafter, and whereby his Employer agrees to contribute the amount of the reduction for any Payroll Period to the Trust on behalf of the Participant.

The Participant's salary reduction agreement shall provide that if the Committee determines that all or any part of the amount elected by the Participant as Before-Tax Contributions may not be contributed to the Trust as such because of the limitations set forth in Articles V and VI, the Employer shall not be required to make such contributions to the Trust, and instead may pay the amount which is not contributed directly to the Participant as additional compensation.

A Participant may amend or terminate his salary reduction agreement with respect to compensation not yet earned, as provided in §4.2. A Participant who has terminated his salary reduction agreement may thereafter enter into a new salary reduction agreement, subject to the requirements of §4.2.

If a Participant is transferred to employment with an Employer or an Affiliate which is not covered by the Plan, or if he separates from service, his salary reduction agreement shall automatically terminate.

§4.4 Qualified Nonelective Contributions.

(a) **Automatic.** For each Payroll Period, the Employers shall make a Qualified Nonelective Contribution on behalf of each Participant who is actively employed as a Covered Employee and who does not hold the officer rank of senior executive vice president or above (prior to October 1, 2000, the officer rank of executive vice president or above). The amount of said Qualified Nonelective Contribution allocated to the Qualified Nonelective Contribution Account of each eligible Participant for each Payroll Period shall be equal to 1% of such Participant's Compensation for such Payroll Period.

(b) **Discretionary.** In addition to the automatic Qualified Nonelective Contributions described in §4.4(a), the Employers may make a discretionary Qualified Nonelective Contribution to the Plan for any Plan Year on behalf of Eligible Employees (as defined in §5.2(b)(iii)) who are Non-Highly Compensated Employees. Such discretionary Qualified Nonelective Contribution for a Plan Year, if any, shall be allocated as of December 31 of such Year to the Qualified Nonelective Contribution Accounts of some or all of the Eligible Employees (as determined in the discretion of the Committee and as permitted by law) who are Non-Highly Compensated Employees and who are in the service of the Employers as Covered Employees on such December 31. Such allocation shall be made in the proportion that the Compensation for the Plan Year of each such Eligible Employee entitled to receive an allocation bears to the aggregate

Compensation for the Plan Year of all such Eligible Employees entitled to receive an allocation; alternatively, the Committee may, if permitted by law, authorize a different allocation method for such Qualified Nonelective Contribution. Any such individual who first becomes an Eligible Employee during the Plan Year, or who again becomes an Eligible Employee during the Plan Year following an interruption in his employment, shall receive an allocation based upon his Compensation for the portion of the Plan Year during which he was an Eligible Employee (to the extent that under the allocation method in effect such individual would otherwise receive an allocation of such discretionary Qualified Nonelective Contribution).

(c) **Rules.** (i) Qualified Nonelective Contributions allocated to a Participant's Qualified Nonelective Contribution Account shall in no event entitle a Participant to Employer Matching Contributions under §4.5; and such Qualified Nonelective Contributions (and earnings thereon) may not be withdrawn on account of hardship under §11.3(a).

(ii) Under all circumstances, notwithstanding anything in the Plan to the contrary, all of the Qualified Nonelective Contributions made with respect to an Eligible Employee for the Plan Year in the aggregate shall be treated as either Before-Tax Contributions for purposes of §5.2(b)(i) or Employer Matching Contributions for purposes of §5.3(b)(ii), in any combination thereof, provided that the requirements of Treas. Reg. §1.401(k)-1(b)(5) and §1.401(m)-1(b)(5) are satisfied.

§4.5 Employer Matching Contributions. The Employers shall, for each Payroll Period, make Employer Matching Contributions on behalf of each Participant who has made Basic Contributions for such Payroll Period and who does not hold the officer rank of senior executive vice president or above (prior to October 1, 2000, the officer rank of executive vice president or above). The amount of said Employer Matching Contributions allocated to the Employer Matching Contribution Account of each eligible Participant for a Payroll Period shall be equal to 50% of the amount of such Participant's

Basic Contributions for such Payroll Period. Employer Matching Contributions shall be made in cash or at the discretion of the Company in MBNA Stock for investment in the MBNA Stock Fund in accordance with Article IX.

§4.6 Profits Not Required. The Employers shall make all Before-Tax Contributions, Qualified Nonelective Contributions and Employer Matching Contributions without regard to their current or accumulated earnings and profits. The Plan continues to be designed to qualify as a profit-sharing plan for purposes of Code §401(a), §402, §412, and §417.

§4.7 Time of Payment of Contributions. The Employers shall make payment of Before-Tax, After-Tax, automatic Qualified Nonelective Contributions and Employer Matching Contributions to the Trust with respect to each Payroll Period as soon as practicable after the end of such Payroll Period. The Employers shall make payment of any discretionary Qualified Nonelective Contributions to the Trust for any Plan Year not later than the end of the twelve-month period immediately following the Plan Year to which the contributions relate.

§4.8 Use of Contributions. Before-Tax Contributions, Qualified Nonelective Contributions, and Employer Matching Contributions, and any income therefrom, shall not be used for any purpose other than the exclusive benefit of Participants or their beneficiaries under the Plan, except as provided in §4.9.

§4.9 Contributions Irrevocable -- Limited Refunds. Except as provided below, all Before-Tax Contributions, Qualified Nonelective Contributions and Employer Matching Contributions to the Trust shall be irrevocable; provided, however, that such Contributions shall be refunded to the Employers under the following circumstances and subject to the following limitations:

(a) All contributions by the Employers are conditioned on their deductibility for Federal income tax purposes. To the extent that a Federal income tax deduction is claimed by the Employer for any Before-Tax Contribution, Qualified

Nonelective Contribution or Employer Matching Contribution but is disallowed by the Internal Revenue Service, the Trustee shall refund the amount so disallowed within one year of the date of such disallowance, upon presentation of evidence of disallowance and a demand by the Employer for such refund.

(b) If a Before-Tax Contribution, a Qualified Nonelective Contribution or an Employer Matching Contribution is made in whole or in part by reason of a mistake of fact, so much of such Contribution as is attributable to the mistake of fact shall be returned to the Employer on demand, upon presentation of evidence by the Employer of the mistake of fact to the Trustee; provided, however, that such demand and repayment must be effectuated within one year after the payment of the Before-Tax Contribution, Qualified Nonelective Contribution, or Employer Matching Contribution to which the mistake applies.

All refunds under this §4.9 shall be limited in amount, circumstance, and timing as required under ERISA §403(c), and no such refund shall be made if, solely on account of such refund, the Plan would cease to be a qualified plan under Code §401(a). Any portion of a contribution returned pursuant to this §4.9 shall be adjusted to reflect its proportionate share of the losses of the Trust, but shall not be adjusted to reflect any earnings or gains.

ARTICLE V

LIMITATIONS ON CONTRIBUTIONS

§5.1 Maximum Amount of Before-Tax Contributions.

(a) **Limitation on Amount.** The aggregate amount of a Participant's Elective Deferrals during any calendar year under this Plan and all other plans, contracts, and arrangements of an Employer or an Affiliate shall not exceed the dollar limit contained in Code §402(g)(1) (as adjusted from time to time by the Secretary of the Treasury).

(b) **Definitions.**

(i) **"Elective Deferrals"** shall mean, with respect to any taxable year of a Participant, the sum of all employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement (as described in Code §401(k)), any simplified employee pension cash or deferred arrangement (as described in Code §402(h)(1)(B)), any eligible deferred compensation plan (as described in Code §457), or any plan described in Code §501(c)(18), or any employer contributions made on behalf of the Participant for the purchase of an annuity contract under Code §403(b) pursuant to a salary reduction agreement.

(ii) **"Excess Elective Deferrals"** shall mean those Elective Deferrals that are includible in a Participant's gross income for a taxable year because the Participant's Elective Deferrals for such taxable year exceed the dollar limitation under Code §402(g) for such taxable year.

(c) **Distribution of Excess Elective Deferrals.**

(i) **During Year of Deferral.** A Participant who has Excess Elective Deferrals for a calendar year may receive a corrective distribution of such Excess Elective Deferrals during such calendar year, provided that the corrective

distribution is made after the date on which the Excess Elective Deferral was received by the Plan and that the Participant designates the distribution as an Excess Elective Deferral in accordance with §5.1(d). For purposes of this §5.1(c)(i), the Participant shall be deemed to have designated the distribution as an Excess Elective Deferral to the extent he has Excess Elective Deferrals for the calendar year calculated by taking into account only Elective Deferrals under this Plan and other plans of the Employers and Affiliates.

(ii) **After Year of Deferral.** If, for any calendar year, a Participant assigns to this Plan any Excess Elective Deferrals pursuant to the claims procedure set forth in §5.1(d), such Excess Elective Deferrals, adjusted for income or loss through the end of such calendar year (and, if so determined by the Committee, up to the Valuation Date immediately preceding the date of distribution) in accordance with §5.1(e), shall be distributed to such Participant not later than April 15 of the following calendar year. For purposes of this §5.1(c)(ii), a Participant shall be deemed to have assigned to the Plan any Excess Elective Deferrals to the extent such Participant has Excess Elective Deferrals for the calendar year calculated by taking into account only Elective Deferrals under this Plan and other plans of the Employers and Affiliates.

(iii) **Other Rules.** Distributions under this §5.1(c) shall be designated as distributions of Excess Elective Deferrals. Excess Elective Deferrals distributed under this §5.1(c) shall not be treated as Annual Additions for purposes of §6.1.

(d) **Claims for Distribution of Excess Elective Deferrals.** A Participant's claim shall be in writing; shall be submitted to the Committee no later than March 1 of the calendar year following the calendar year for which Excess Elective Deferrals were made; shall specify the Excess Elective Deferrals which the Participant assigns to this Plan (which shall in no event exceed the amount of the Participant's

Before-Tax Contributions previously contributed for the calendar year for which Excess Elective Deferrals are claimed); and shall be accompanied by the Participant's written statement that if such Excess Elective Deferrals are not distributed, they, when added to the Participant's other Elective Deferrals for such calendar year, will exceed the limit imposed on the Participant by Code §402(g) for the year in which the deferral occurred.

(e) **Determination of Income or Loss.** The income or loss allocable to Excess Elective Deferrals shall be determined in accordance with §9.7. For this purpose, Excess Elective Deferrals shall be deemed to have been contributed after any other Elective Deferrals to the Plan for such Plan Year.

(f) **Forfeiture of Employer Matching Contributions.** Excess Elective Deferrals shall first be distributed from the Participant's Optional Before-Tax Contributions. To the extent, if any, that the Participant's Excess Elective Deferrals for a Plan Year exceed such Optional Before-Tax Contributions for the Plan Year, the remainder of such Excess Elective Deferrals shall be distributed from the amount in his Before-Tax Contribution Account attributable to his Basic Contributions for the Plan Year; and Employer Matching Contributions for the Plan Year made with respect to such Basic Contributions which are distributed under this §5.1, as adjusted pursuant to applicable Treasury Regulations for any income or loss allocable thereto for the applicable Plan Year (and, if so determined by the Committee, up to the Valuation Date immediately preceding the date of forfeiture), shall be forfeited. Such forfeitures shall be used as soon as practicable to reduce future Employer Matching Contributions under §4.5. Employer Matching Contributions forfeited under this §5.1(f) shall not be taken into account under §5.3.

§5.2 Limitations on Before-Tax Contributions of Highly Compensated Employees.

(a) **Average Actual Deferral Percentage Test.** The Average Actual Deferral Percentage for Eligible Employees who are Highly Compensated Employees for

each Plan Year shall bear a relationship to the Average Actual Deferral Percentage for Eligible Employees who are Non-Highly Compensated Employees for such Plan Year which meets one of the following tests:

(i) The Average Actual Deferral Percentage for Eligible Employees who are Highly Compensated Employees for the Plan Year shall not exceed the Average Actual Deferral Percentage for Eligible Employees who are Non-Highly Compensated Employees for the Plan Year multiplied by 1.25; or

(ii) The Average Actual Deferral Percentage for Eligible Employees who are Highly Compensated Employees for the Plan Year shall not exceed the Average Actual Deferral Percentage for Eligible Employees who are Non-Highly Compensated Employees for the Plan Year multiplied by two, provided that the Average Actual Deferral Percentage for Eligible Employees who are Highly Compensated Employees does not exceed the Average Actual Deferral Percentage for Eligible Employees who are Non-Highly Compensated Employees by more than two percentage points, and provided that the requirements of §5.4 are satisfied.

(b) Definitions. For purposes of this §5.2, the following definitions shall apply:

(i) **"Actual Deferral Percentage"** shall mean the ratio (expressed as a percentage and calculated to the nearest one-hundredth of one percent) of the Before-Tax Contributions under the Plan on behalf of an Eligible Employee for the Plan Year to such Eligible Employee's Statutory Compensation for such Plan Year calculated (on the same basis for each Eligible Employee in the testing group) either during the Eligible Employee's actual period of eligibility for participation in the Plan Year, or during the entire Plan Year, as determined by the Committee from year to year on a reasonably consistent basis, to the extent permitted by law. For purposes of this §5.2(b)(i), the Company may elect to treat all or part of the Qualified Nonelective Contributions made with respect to an Eligible Employee

for the Plan Year as Before-Tax Contributions, provided that the requirements of Treas. Reg. §1.401(k)-1(b)(5) are satisfied.

(ii) **"Average Actual Deferral Percentage"** shall mean the average (expressed as a percentage and calculated to the nearest one-hundredth of one percent) of the Actual Deferral Percentages of the Eligible Employees in a group.

(iii) **"Eligible Employee"** shall mean any Covered Employee who has met the eligibility requirements of Article III and who is eligible to elect to have Before-Tax Contributions made to the Plan on his behalf for the Plan Year (even if he has not, in fact, authorized such Before-Tax Contributions).

(c) **Special Rules.**

(i) **Aggregation of Certain Plans.** For purposes of this §5.2, the following aggregation rules shall apply:

(A) The Actual Deferral Percentage for any Eligible Employee who is a Highly Compensated Employee for the Plan Year and who is eligible to make elective deferrals under two or more plans or arrangements described in Code §401(k) that are maintained by an Employer or Affiliate shall be determined as if all such elective deferrals were made under a single arrangement, except as otherwise provided in Treas. Reg. §1.401(k)-1(g)(1)(ii)(B). If a Highly Compensated Employee participates in two or more such plans that have different plan years, his Actual Deferral Percentage shall be calculated by treating all such plans ending within the same calendar year as a single arrangement.

(B) If this Plan satisfies the requirements of Code §410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of Code §410(b) only if aggregated with this Plan, then this §5.2 shall be applied by determining the Actual Deferral Percentages of Eligible Employees as if all such plans were a single plan.

(ii) **Compliance with Regulations.** The determination and treatment of the Actual Deferral Percentage of any Eligible Employee shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

(d) **Correction of Excess Contributions.** The following rules shall govern the correction of any Excess Contributions (as defined in Code §401(k)(8)(B)) for any Plan Year:

(i) **General Rule.** The Committee, in its discretion, may authorize the use of one or any combination of the following procedures, in any sequence desired, provided that the procedures are utilized on a nondiscriminatory basis:

(A) The Committee may at any time prospectively decrease a Participant's authorized salary reduction.

(B) If for any Plan Year, notwithstanding any limitations imposed under §5.2(d)(i)(A) above (or if such limitations have not been imposed), there are Excess Contributions which have been made on behalf of any Participant, such Excess Contributions (reduced by any Excess Deferrals previously distributed to the Participant for the Participant's taxable year ending with or within the Plan Year), as adjusted pursuant to applicable Treasury Regulations for any income or loss allocable thereto for the applicable Plan Year (and, if so determined by the Committee, up to the Valuation Date immediately preceding the date of distribution), shall be distributed to affected Participants no earlier than the first day after, and no later than twelve months after, the close of the Plan Year for which such Excess Contributions were made (provided, however, that if distributions are made at any time subsequent to the 15th day of the third month after the close of such Plan Year, the Employer may be subject to an excise tax); such distributions may be made, notwithstanding any other provision of law or of this Plan. Any related Employer Matching Contributions

(determined as if the distributed Excess Contributions were first made from a Participant's Optional Before-Tax Contributions), as adjusted pursuant to applicable Treasury Regulations for any income or loss allocable thereto for the applicable Plan Year (and, if so determined by the Committee, up to the Valuation Date immediately preceding the date of forfeiture), shall be forfeited and used to pay administrative expenses of the Plan and Trust if and as directed by the Committee, and then to reduce future Employer Matching and Qualified Nonelective Contributions under the Plan.

(C) If the Plan otherwise permits After-Tax Contributions, a Participant who is deemed to have Excess Contributions may elect, by the 15th day of the third month following the close of the Plan Year for which such Excess Contributions were made, to have such Excess Contributions treated as amounts distributed to the Participant and then contributed by the Participant to the Plan, subject, however, to the Contribution Percentage tests described in §5.3(a); provided, however, that any such recharacterized Before-Tax Contributions shall remain allocated to the Participant's applicable Before-Tax Contribution Account.

(D) The Employer may make discretionary Qualified Nonelective Contributions to the Plan pursuant to §4.4(b) at any time within the twelve-month period following the close of the Plan Year for which Excess Contributions were made.

(ii) In the event that Participants' Before-Tax Contributions must be decreased or distributed, as provided in §5.2(d)(i) above, the determination of which Participants' contributions will be affected shall be made as follows:

(A) All Highly Compensated Employees shall be ranked on the basis of the amount of Before-Tax Contributions made by, or on behalf of, each Highly Compensated Employee starting with the highest such amount.

(B) The Highly Compensated Employees whose Before-Tax Contributions are the highest shall have their Before-Tax Contributions reduced to the level of the next Highly Compensated Employees and their Before-Tax Contributions shall be decreased or distributed, as the case may be. This procedure shall be repeated, if necessary, until the tests set forth in §5.2(a) are met; provided, however, that the Before-Tax Contributions of any group of Highly Compensated Employees need not be fully reduced to the level of the next group of Highly Compensated Employees, as long as the tests set forth in §5.2(a) can be met without such full reduction.

(iii) **Determination of Income or Loss.** The income or loss allocable to Excess Contributions shall be determined as of December 31 of the Plan Year during which such Contributions were made in accordance with §9.7. For this purpose, Excess Contributions shall be deemed to have been contributed before any Excess Elective Deferrals distributed to the Participant under §5.1 and after any other Before-Tax Contributions or Qualified Nonelective Contributions to the Plan for such Plan Year.

(e) This Section 5.2 shall be effective for all Plan Years commencing on or after January 1, 1997.

§5.3 Limitations on After-Tax and Employer Matching Contributions of Highly Compensated Employees.

(a) **Average Contribution Percentage Test.** The Average Contribution Percentage for Eligible Employees who are Highly Compensated Employees for each Plan Year shall bear a relationship to the Average Contribution Percentage for Eligible Employees who are Non-Highly Compensated Employees for such Plan Year which meets one of the following tests:

(i) The Average Contribution Percentage for Eligible Employees who are Highly Compensated Employees for the Plan Year shall not

exceed the Average Contribution Percentage for Eligible Employees who are Non-Highly Compensated Employees for the Plan Year multiplied by 1.25; or

(ii) The Average Contribution Percentage for Eligible Employees who are Highly Compensated Employees for the Plan Year shall not exceed the Average Contribution Percentage for Eligible Employees who are Non-Highly Compensated Employees for the Plan Year multiplied by two, provided that the Average Contribution Percentage for Eligible Employees who are Highly Compensated Employees does not exceed the Average Contribution Percentage for Eligible Employees who are Non-Highly Compensated Employees by more than two percentage points, and provided that the requirements of §5.4 are satisfied.

(b) **Definitions.** For purposes of this §5.3, the following definitions shall apply:

(i) **"Average Contribution Percentage"** shall mean the average (expressed as a percentage and calculated to the nearest one-hundredth of one percent) of the Contribution Percentages of the Eligible Employees in a group.

(ii) **"Contribution Percentage"** shall mean the ratio (expressed as a percentage and calculated to the nearest one-hundredth of one percent) of the sum of the After-Tax Contributions and Employer Matching Contributions (other than Employer Matching Contributions forfeited under §5.1(f)) made under the Plan by and on behalf of an Eligible Employee for the Plan Year to such Eligible Employee's Statutory Compensation for such Plan Year calculated (on the same basis for each Eligible Employee in the testing group) either during the Eligible Employee's actual period of eligibility for participation in the Plan Year, or during the entire Plan Year, as determined by the Committee from year to year on a reasonably consistent basis, to the extent permitted by law. For purposes of this §5.3(b)(ii), the Company may elect to treat all or part of the Before-Tax Contributions or the Qualified Nonelective Contributions made with respect to an Eligible

Employee for the Plan Year as Employer Matching Contributions, provided that the requirements of Treas. Reg. §1.401(m)-1(b)(5) are satisfied.

(iii) **"Eligible Employee"** shall mean any Covered Employee who has met the eligibility requirements of Article III and who is eligible to make After-Tax Contributions to the Plan (even if he has not, in fact, made such After-Tax Contributions) or, if he elected to have Basic Contributions made to the Plan on his behalf, to have Employer Matching Contributions allocated to his Employer Matching Contribution **Account for the Plan Year.**

(c) **Special Rules.**

(i) **Aggregation of Certain Plans.** For purposes of this §5.3, the following aggregation rules shall apply:

(A) The Contribution Percentage for any Eligible Employee who is a Highly Compensated Employee for the Plan Year and who is eligible to make employee contributions, or to have employer matching contributions allocated to his account, under two or more plans described in Code §401(a) that are maintained by an Employer or an Affiliate shall be determined as if all such contributions were made under a single plan, except as otherwise provided in Treas. Reg. §1.401(m)-1(f)(1)(ii)(B). If a Highly Compensated Employee participates in two or more such plans that have different plan years, his Contribution Percentage shall be calculated by treating all such plans ending within the same calendar year as a single plan.

(B) If this Plan satisfies the requirements of Code §410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of Code §410(b) only if aggregated with this Plan, then this §5.3 shall be applied by determining the Contribution Percentages of Eligible Employees as if all such plans were a single plan.

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(ii) **Compliance with Regulations.** The determination and treatment of the Contribution Percentage of any Eligible Employee shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

(d) **Correction of Excess Aggregate Contributions.** The following rules shall govern the correction of any Excess Aggregate Contributions (as defined in Code §401(m)(6)(B)) for any Plan Year:

(i) **General Rule.** The Committee, in its discretion, may authorize the use of one or any combination of the following procedures, in any sequence desired, provided that the procedures are utilized on a nondiscriminatory basis:

(A) The Committee may at any time prospectively decrease a Participant's After-Tax Contributions.

(B) If for any Plan Year, notwithstanding any limitations imposed under §5.3(d)(1)(A) above (or if such limitations have not been imposed), there are Excess Aggregate Contributions which have been made on behalf of any Participant, such Excess Aggregate Contributions (determined first by determining the amount of any Excess Contributions to be treated as After-Tax Contributions due to recharacterization under Code §401(k), as adjusted pursuant to applicable Treasury Regulations for any income or loss allocable thereto for the applicable Plan Year (and, if so determined by the Committee, up to the Valuation Date immediately preceding the date of distribution or forfeiture (as the case may be)), shall be disposed of as follows: First, those Excess Aggregate Contributions attributable to After-Tax Contributions (using first those After-Tax Contributions that are Optional Contributions) shall be distributed to affected Participants no earlier than the first day after, and no later than twelve months after, the close of the Plan Year for which such After-Tax Contributions were made (provided, however, that if

distributions are made at any time subsequent to the 15th day of the third month after the close of such Plan Year, the Employer may be subject to an excise tax); such distributions may be made, notwithstanding any other provision of law or of this Plan. Then, those Excess Aggregate Contributions attributable to Employer Matching Contributions shall (i) if vested, be distributed to affected Participants no earlier than the first day after, and no later than twelve months after, the close of the Plan Year for which such Employer Matching Contributions were made (such distributions being permitted, notwithstanding any other provision of law or of this Plan), and (ii) if nonvested, be forfeited by affected Participants no earlier than the first day after, and no later than twelve months after, the close of the Plan Year for which such Employer Matching Contributions were made and used to pay administrative expenses of the Plan and Trust if and as directed by the Committee, and then to reduce future Employer Matching and Qualified Nonelective Contributions under the Plan (provided, however, that if distributions are made or forfeitures are effected at any time subsequent to the 15th day of the third month after the close of such Plan Year, the Employer may be subject to an excise tax).

(C) The Employer may make discretionary Qualified Nonelective Contributions to the Plan pursuant to §4.4(b) at any time within the twelve-month period following the close of the Plan Year for which Excess Aggregate Contributions were made.

(ii) In the event that Participants' After-Tax Contributions and/or Matching Contributions must be decreased, distributed or forfeited, as provided in §5.3(d)(1) above, the determination of which Participants' contributions will be affected shall be made as follows:

(A) All Highly Compensated Employees shall be ranked on the basis of the After-Tax Contributions and/or Employer Matching

Contributions made by, or on behalf of, each Highly Compensated Employee, starting with the highest such amount.

(B) The Highly Compensated Employees whose After-Tax Contributions and/or Employer Matching Contributions are the highest shall have their After-Tax Contributions and/or Employer Matching Contributions reduced to the level of the next Highly Compensated Employees and their After-Tax Contributions and/or Employer Matching Contributions shall be decreased, distributed or forfeited, as the case may be. This procedure shall be repeated, if necessary, until the tests set forth in §5.3(a) are met; provided, however, that the After-Tax Contributions and/or Employer Matching Contributions of any group of Highly Compensated Employees need not be fully reduced to the level of the next group of Highly Compensated Employees, as long as the tests set forth in §5.3(a) can be met without such full reduction.

(iii) **Determination of Income or Loss.** The income or loss allocable to Excess Aggregate Contributions shall be determined as of December 31 of the Plan Year during which such Contributions were made in accordance with §9.7. For this purpose, Excess Aggregate Contributions shall be deemed to have been contributed after any other After-Tax, Employer Matching, or Qualified Nonelective Contributions to the Plan for such Plan Year.

(e) This Section 5.3 shall be effective for all Plan Years commencing on or after January 1, 1997.

§5.4 Multiple Use of Alternative Limitation.

(a) Prohibited multiple use of the alternative limitation, as described in Code §401(m)(9), shall occur if all of the conditions specified in paragraphs (i) through (iv) below are satisfied:

(i) One or more Highly Compensated Employees are eligible for Before-Tax, Employer Matching or After-Tax Contributions under this Plan and/or any other plan maintained by any Employer or Affiliate;

(ii) The sum of the Actual Deferral Percentage ("ADP") and the Contribution Percentage ("CP") of such Highly Compensated Employees exceeds the Aggregate Limit;

(iii) The ADP of the entire group of eligible Highly Compensated Employees under the arrangement subject to the ADP test is in excess of the amount described in Code §401(k)(3)(A)(ii)(I); and

(iv) The CP of the entire group of eligible Highly Compensated Employees under the arrangement subject to the CP test is in excess of the amount described in Code §401(m)(2)(A)(i).

(b) For purposes of this §5.4, the Aggregate Limit shall be the greater of the amounts described in paragraphs (i) and (ii):

(i) The sum of:

(A) 125% of the greater of the Relevant ADP or the Relevant CP, and

(B) 2 percentage points plus the lesser of the Relevant ADP or the Relevant CP; provided, however, that this amount may not exceed 200% of the Relevant ADP or the Relevant CP.

(ii) The sum of:

(A) 125% of the lesser of the Relevant ADP or the Relevant CP, and

(B) 2 percentage points plus the greater of the Relevant ADP or the Relevant CP; provided, however, that this amount may not exceed 200% of the Relevant ADP or the Relevant CP.

(c) For purposes of Section 5.4(b), the Relevant ADP shall mean the ADP of the group of eligible Non-Highly Compensated Employees subject to the ADP test for the plan year, and the Relevant CP shall mean the CP of the group of Eligible Non-Highly Compensated Employees subject to the CP test for the plan year beginning with or within the plan year of the arrangement subject to Code §401(k). The Relevant ADP and the Relevant CP of Highly Compensated Employees shall be determined after any corrections required to meet the ADP and CP tests and shall be deemed to be the maximum permitted under such tests for the Plan Year.

(d) In the event prohibited multiple use occurs, as described in this §5.4, then the Plan (and all other applicable plans) shall be brought into compliance by either reducing the CP of the Highly Compensated Employees subject to both the ADP test and the CP test in the manner described in §5.3(ii), or by reducing the ADP of the Highly Compensated Employees subject to both the ADP test and the CP test in the manner described in §5.2(ii), at the Committee's election, all in accordance with applicable Treasury Regulations.

ARTICLE VI

CODE §415 LIMITATIONS

§6.1 Maximum Annual Addition. Notwithstanding any other provision of the Plan for all Plan Years commencing on and after January 1, 1995, the "Annual Addition" to a Participant's Accounts for any Limitation Year shall in no event exceed the lesser of:

(a) $30,000, as adjusted under Code §415(d); or

(b) 25% of the Participant's Limitation Compensation for such Limitation Year.

However, the compensation limitation referred to in (b) above shall not apply to:

(a) Any contribution for medical benefits (within the meaning of Code §419A(f)(2)) after separation from service which is otherwise treated as an Annual Addition; or

(b) Any amount otherwise treated as an Annual Addition under Code §415(l)(1).

The "Annual Addition" to a Participant's Accounts for any Limitation Year shall be the sum, for such Year, of:

(a) Employer contributions (other than excess deferrals distributed in accordance with Treas. Reg. §1.402(g)-1(e)(2) or (3));

(b) Employee contributions;

(c) Forfeitures; and

(d) Amounts described in Code §415(l)(1) and §419A(d)(2).

§6.2 Aggregation Rules. For purposes of applying the limitations of §6.1 applicable to a Participant for a particular Limitation Year:

(a) All tax-qualified defined contribution plans ever maintained by an Employer shall be treated as one defined contribution plan; and

(b) Any tax-qualified defined contribution plan maintained by any Affiliate shall be deemed to be maintained by the Employers.

§6.3 Reduction of Annual Additions. If as a result of a reasonable error in estimating a Participant's annual compensation, a reasonable error in determining the amount of Elective Deferrals (within the meaning of §5.1(b)(i)) that may be made with respect to any individual under the limits of this Article VI, or other limited facts and circumstances that the Commissioner of Internal Revenue finds justify the availability of the rules set forth in this §6.3, the Annual Additions under the terms of the Plan for a particular Participant would cause the limitations of this Article VI applicable to that Participant for the Limitation Year to be exceeded, the excess amounts shall not be deemed to be Annual Additions in that Limitation Year, provided that they are treated in accordance with any one of the following:

(a) After-Tax Contributions for such Limitation Year may be returned to the Participant to the extent that such return would reduce the excess amounts in such Participant's Accounts. Any earnings or gains attributable to the returned After-Tax Contributions must also be returned. Such returned amounts shall be disregarded for purposes of §5.3.

(b) Before-Tax Contributions for such Limitation Year may be distributed to the Participant to the extent that such distribution would reduce the excess amounts in such Participant's Accounts. Any earnings or gains attributable to the returned Before-Tax Contributions must also be returned. Such distributed amounts shall be disregarded for purposes of §5.1 and §5.2.

(c) If necessary, other excess amounts in the Participant's Accounts shall be used to reduce the contributions required to be made by the Employers to the Plan on behalf of the Participant for the next Limitation Year and each succeeding Limitation Year, if necessary. If the Participant is not covered by the Plan at the end of the Limitation Year, any remaining excess amount shall be held unallocated in a suspense account for the Limitation Year and shall be applied to reduce future contributions

required to be made by the Employers to the Plan for all remaining Participants in the next Limitation Year and each succeeding Limitation Year, if necessary.

(d) In the event this Plan is terminated, any amounts credited to the suspense account described in §6.3(c) above which have not been reallocated as set forth herein shall, upon the Employer's request, be returned to the Employer by the Trustee.

ARTICLE VII

ROLLOVER CONTRIBUTIONS

§7.1 Covered Employee May Make Rollover Contribution. Any Covered Employee may make a Rollover Contribution (as defined in §7.2) to the Trust at any time, provided that the Committee gives its written permission in advance. The Trustee shall credit the amount of any Rollover Contribution to the Rollover Account of the contributing Covered Employee as of such Valuation Date as may be prescribed from time to time by the Committee under nondiscriminatory rules.

A Covered Employee may, at the time he makes a Rollover Contribution, direct that such Rollover Contribution be invested in any available Investment Fund, or, in multiples of 5%, in two or more of such Funds pursuant to Article IX.

A Covered Employee who has made a Rollover Contribution but has not commenced participation under Article III shall be deemed to be a Participant with respect to amounts credited to his Rollover Account for purposes of Articles IX through XIX of the Plan.

§7.2 Definitions.

Rollover Contribution. The term "Rollover Contribution" shall mean assets to be held in the Trust for the benefit of a Participant which were received by the Participant from another qualified retirement plan or conduit individual retirement account or annuity and were transferred by the Participant to the Trust, provided that such assets qualify under all of the requirements for a rollover contribution as described in any applicable portions of the Code. The term Rollover Contribution shall also mean assets representing a Participant's nonforfeitable interest in another qualified retirement plan, or in a conduit individual retirement account or annuity, which assets have been transferred (pursuant to an eligible rollover distribution election made by the Participant or pursuant to an elective transfer election made by the Participant with respect to an immediately distributable lump sum benefit, as described in Code §411(d)(6) and the regulations thereunder),

directly from the trustee or other fiduciary of such other plan, account or annuity to the Trustee of this Plan. Any other direct transfer of assets to this Plan from another qualified plan shall be permitted only if such transfer will not result in the reduction or elimination of a protected benefit, as defined in Code §411(d)(6) and the regulations thereunder; in the event of such direct transfer, the Committee, in its discretion, shall determine whether to credit such assets to the Participant's Rollover Contribution Account or to another functional account of the Participant. In no event (unless otherwise required by law) shall the Trustee be required to accept any direct transfer of assets from a plan to be held under this Plan if the Committee, in its discretion, determines that the acceptance of any such assets may adversely affect the continued qualification of the Plan or may subject the Plan to burdensome additional requirements for continued qualification, including, but not limited to, any requirement to provide methods of distribution or other options that are not otherwise available under the Plan.

§7.3 Inapplicability of §6.1. A Rollover Contribution shall not be considered an Annual Addition to a Participant's Accounts for purposes of §6.1.

ARTICLE VIII

PARTICIPANTS' ACCOUNTS

§8.1 Participants' Accounts. The Committee shall maintain, or cause to be maintained, the following individual record Accounts with respect to each Participant:

(a) **A Before-Tax Contribution Account,** to which shall be credited the Before-Tax Contributions made on behalf of a Participant, and the earnings thereon. A Participant's Before-Tax Contribution Account shall include any amounts previously credited to his comparable accounts under any Prior Plan, and the earnings thereon. The Committee shall maintain within a Participant's Before-Tax Contribution Account a separate record of the Distributable Amount as defined in §11.3(a)(i).

(b) **An After-Tax Contribution Account,** to which shall be credited the After-Tax Contributions made by a Participant, and the earnings thereon. A Participant's After-Tax Contribution Account shall include the amount of any after-tax contributions and earnings thereon previously credited to his comparable account under any Prior Plan, and the earnings thereon. The Committee shall maintain within a Participant's After-Tax Contribution Account a separate sub-account for any amounts which have been recharacterized under §5.2(d)(i) and the earnings thereon.

(c) **A Qualified Nonelective Contribution Account,** to which shall be credited the Qualified Nonelective Contributions made on behalf of a Participant and the earnings thereon. A Participant's Qualified Nonelective Contribution Account shall include any amounts credited to his Automatic Contributions Account as of March 31, 1992, and any amounts previously credited to his comparable accounts under any Prior Plan, and the earnings thereon.

(d) **An Employer Matching Contribution Account,** to which shall be credited the Employer Matching Contributions made on behalf of a Participant, and the earnings thereon. A Participant's Employer Matching Contribution Account shall

include any amounts previously credited to his comparable accounts (including his Profit Sharing Investment Account) under any Prior Plan, and the earnings thereon.

(e) **A Rollover Account,** to which shall be credited any Rollover Contributions made by a Participant, and the earnings thereon. A Participant's Rollover Contribution Account shall include the amount of any rollover contribution made by a Participant under any Prior Plan, and the earnings thereon.

The Committee shall maintain, or cause to be maintained, such other separate record Accounts for each Participant as may be necessary or desirable for the convenient administration of the Plan.

The Accounts shall reflect the amount of contributions, distributions, loans, and withdrawals made in respect of each Participant, separated Participant, or beneficiary of a deceased Participant; and each separate Account of a Participant shall show separately the amount invested in each of the Investment Funds described in §9.1.

§8.2 Crediting of Contributions. Except as otherwise provided in §4.4(b) with respect to discretionary Qualified Nonelective Contributions, the Committee shall credit Plan contributions made by and on behalf of each Participant for each Payroll Period ending within a Valuation Period to the appropriate Participant Accounts as of the Valuation Date occurring on the last day of such Valuation Period.